SITCOMM ARBITRATION ASSOCIATION

1001 Souts White Oak Road White Oak Texas 75693 1877) 631-1722

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Office of the Director

This Contribution is not valid for use anywhere within the Course States of Agreeica, its trimature of possessions. This Contribution ones not configure content of the donesient for which it is is said.

I. Sandra Chalette, Director of SECODENE Arbitration Association, prefer and by virtue of the authority-vested in me by the feedural A hitration Art Title ? Sections 1.-9 of the Dorest States Code. Do thereby Centry that:

Mark Moffett

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SITCOMM ARBITRATION ASSOCIATION

1001 Scuth White Cak Road White Cak Texas 75693 + 1 (\$77) 531 1722

Website scalinited.com

Email: support@spalinited com

FINAL ARBUTRATION AWARD

Sitting in the following composition

Communicate Megalicz:

Sandra Goulette Laurel, Miseissippi

Arbitmater:

Mark Maffert Lauret Vietzesppi

In the Matter of the Arbitration Between the Pollowing Parties QUINTINA MARIE THOMAS, ET AL

CLAIMAIKT

Compact No. SAAGT ALOA-001516 MEM

AGENT STEVEN L HELDMAN, ET AL

IMPERIAL INDUSTRIAL SUPPLY COMPANY, ET AL

ANTHONY BUSTOS, ET AL. CEO

DURO MAX POWER EQUIPMENT OF ALL

BUBBETIRASKIN, BY AL, PRESIDENT

FACTORY AUTHORIZED OUTLET, ET AT

RESPONDENT(\$)

9 CIVITRI) STATES CODES 61, 64 AND 69 THE COMMINDIVITATO

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Case 2:19-cv-00129-KS-MTP | Dödument 1-7 | Filed 09/06/19 | Plage 3 of 22

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IN THE MATTER OF THE ARBURATION BETWEEN:

QUINTINA MARIE THOMAS, ET AL

CLAIMANT(S).

AGIONT STEVEN L FOLDMAN, ET AL.

IMPERIAL INDUSTRIAL SUPPLY COMPANY BYAL

ANTHONY BUSTUS, ST AL, CEC

DURG MAX FOR TRE EQUIPMENT SHAL

HOBBET RASKIN ET AL PRESIDENT

PACTORY AUDHORIZED OUTLING OF AL

RESPONDENTO

Contract No.: SHAGE ASDA OS IND MEM

RESOLUTION TO DISPLANT

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THE COMMON LAW

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FINAL ARBUTRATION AWARD

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pursuant to the arbitection, and shall specify the court shall be emissed upon the award made pursuant to the arbitection, and shall specify the court, then at any time within one year after the award is made any purty to the critical may apply to the court at specified for an order experiment the award, and thereupon the court must grant such an articulation the award is very time within the award as prescribed in sections 10 and 11 of this "little, lines court as appreciated in the agreement of the parties, than such application may be made to the United States court it and for the district within which exclusively were made. Notice of the application shall be resident of the court at and for the district within which exclusively were made. Notice of the application of such party as though they had speciated generally in the proposition. If the adverse party is a resident of the district within which the sward was made, so the service shall be used upon the adverse party or their attorney at prescribed by law for service of action of an action in the same mant. If the adverse party whall be a nonresident, then the series of the application what be served as the manushal of any district within which the adverse party may be found in this manuscus other process of the application what he served as the manushal of any district within which the adverse party may be found in this manuscus other process of the application in the second as the manushal of any district within which the adverse party may be found in this manuscus other process of the application in the second as the manuscus of the application what he served as the

Arbitatari Verac | Mark Moffett

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Company of the

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\$ 40.A \$17 to:

Juristicumal Allegations

- t. This Adultivator has Subject Marter dependention. SMI; as acknowledged by 9 (18) Corpos \$1. \$2. \$9, 88 (C.S. College) 1386; and the distribution drawn law not limited to the liftowing precines.
- a Thur Quiffina Marie Inomasiis heltaken Ahe etres of Haskiii
- b That the Respondent(s)
 - L AGENT STEVEN LATELIAAN RULL
 - ii imperial industrial supply company, et al.
 - ANTHONY BUSTOS RY ALLOSO
 - IV. OURO MAX POWER ROUTPMENTS BY AL.
 - V. BOBBET BASKIN ET AL PRESIDENT:
 - MACTURY AUTHORIZED OFFILEN ET AL
- 2. Here sated of an agreement where by they knowingly and interpreparity by food to The little roud or refused to transpood that provide the mounted and plices out the of of hidli der hidlid gind protest as agreed folly full phytics, that a gotheral response, it inchapped his it a father to respond with proceeding the third and confroming of distriction has been been a provide the requestion information and declaration that is not estary and in support of the agreedant stall exceptions a factore and a deliberate and inconsonal refusal to except and and all result thereby drugted therem, expressing the defaulting parts a couston and agriculture to held fagus and such result of the helf-execution agree which this following is common and supposed by a failure for respond in mood faith with specificity with falor and conclusions of some on Juny to such and there is average fondition and/or claim saised be they oblive in favor of the University through acquid Henge. Bedjordenius SOTONLY stonges blattim the iruth and infility of said said red upon between the position of the Conditional Acciptance for Value neunted afferelaint for Proof of Claim, Elso Rougondepris); have nerive all themsophise to Respondents) learning dirty and abligation to provide the requested and interessity Preside Causes which line greated and established for Respiration in estopped in this miffortal and hill neto and arising necessarily therefron and
- 3. The above curtioned matter was set in arbitration of at the receipt of the application.

 12. depute residue of complaint on January v 2019 and
- This deputation has notified all passes listed above to day of prest of notification is permanently affixed to the record by reference granting each party the opportunity to subject documentation, reports, proofs, evidence oxidities, affidavity related to the install matter, the contract 7014-777ASR(91)+8376C-K78722004-51965-07*, its terms premises, promises, and contract 7014-777ASR(91)+8376C-K78722004-51965-07*, its terms premises, promises, and contract 7014-777ASR(91)+8376C-K78722004-51965-07*, its terms premises, promises, and
- 5. The to people at the relevant addoniance bands a claim against the Chippane british

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NACAL STATE

instant matter related to the Chainan's interests and/or properties. These exists a marter in dispute and/or controversy associated with the controversy as extending purisociation this body to proceed as per the terms of the agraement, as well as relevant layers and thus in supperties presented during the arbitration of this southwests; and

- The parties entered into a legalty minding destruction relationship with each other and that Arbitish parties that there is no front and/or any astempt to induce front endow to end any fland, and/or inducement of contract, suddor front in the facture respective the matter and contract. Thus, the parties are bound by the termyland obligations agreed much and imposes appropriate a direct value of the contraction appropriate and
- 7 Phis Arbitratur fields that all freedoments stant form a contractual agreement and a logal, commercial binding obligatory reintability and present and
- The to traditionary expresses the method of actilement and resolution at all dispates arising thereunder shall be sented by exhibition under the authority of the standards of common law activations the federal Arbitration Art and further slightly and appointed this Arbitration Lieved acrem as served upon as the Arbitrativial record. Notifier party has objected protested, and/or aftermised to ansend they portion and/or provision at any single of the contract; the contract mains that all real and binding arbitration awards near be confirmed by any court in America having original jurisdiction purposes to Tale 9 United States Codes 19 and \$13, and
- It has been alleged and thoroughly preven that the flaspondent's listed shore have by
 their own according reed to all the terms of the compact that they have ununitied has offendes
 their own according reed to all the terms of the compact that they have ununitied has offendes
 their right to property, their right to contract, the start to The Pursuit of Prappiness and the
 conjournment of his They have admired and agreed that they have violated the Claimanne
 constitutions and common have rights they they have incontrally, knowingly and deliberates is lack
 to perform its agreed, have forecok their obligatory duty of care and thus pasted a dispute start
 requires acceptation by STCONIM ARBUITATION ASSOCIATION (Hermafter SAA) and/or any
 subsequent award and
- 16. The inchies stipulated and usused that the infatted matters nictualize any judgments especiated thereto, my claims and any cultivary intecis; by the Respondential brainal material of any effect and shall not be directing on the University endury only and beneatherly and
- The contract heated that partitive demands in the collocally besided, however the contract remains should ask as to any case that would direct the Arbitrater to direct a formula in determine public demands. It is decayed that published durages may be warranted if the Respondents of any country with this award. In such an event this debitrator purp

in pass publice consess at a rate of the utilies disamount of the actual damages in adiation to

- The parties did have a prior relationant and the Respondents and an obligation of respond to the reasonable requests of the Calmant. One of those equivalently that the Respondents of the Calmant, one of those equivalently and districted or using wholly accurate the the custodian of record a position for which the Respondent of valuents recorded and respondent of the Respondent of the districted of the theory were duty bound and have breached their fiduciary duty of care, supporting their willful and intentional as well as deliberate default respecting the irrevocable hinding southiclosed agreement that mempled with interests and
- 15. Finther, this derbiventor finds the confloctual agreement does highlight and only a settlement offer whereby the parties supulate within the body and framework of the expension ("Contract "Agreement") or line with the Theser Andread have agreed to permit and specify terms under and in line with the contractual agreement and
- 14 Thurs is complete diversity of fixeepolip between the parties: will
- 15 The amount in colaroversy expectivity sumbi \$75,000.40 exclusive of inducest costs.
- Its. That the venue is proper in my count of original jurisdiction wherein either the
 Arbitrator residus or anosen by the Claument so supplied in the contractual appearant unitypat
 may orders compelling witness attendance provisional remedies, contracte yellor interior nameds are
 to be assured and entogreed so redding to the parme of the contract as stipulates in the agreement; and
- 17. That the parties have agreed that all pie-existing as well as existing estatractual.

 Agreements bedereed the parties, no matter their same, subject matter, and/or datall are surginaged and extragalished by the equivalent agreement referenced and related hereix end.

Should the Claiman elect that jurisdiction for the final award may be had ender the Turker Artin the Lindred States United of Federal claims at the critical sector jurisdiction for said Crunt of Claims for damages against the United States under contract in excess of \$10,000.00. Since the motor parameters against for instruction registered and his need with the United States, during the time of its construct as one and the same as a matter of law! The Foderal Court of Claims result be at the election of the Claims result as chosen proper jurisdiction to have the matter determined under remains law and/or is especialed in the contract at any countries or gigned jurisdiction.

BASIS FOR ARBITRATION:

18 On on about Becauser 16, 2015, the Chrimani and the Respondential antened into a restain Self-engenting, binding, increexible, contracted agreement counsed with intensits for the name to resolution of their microsofictions and inflection their respecting their provides respires their

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Respondent (a) made an astempt to change the terms of that contractual agreement and the Clausant presented a counter offer or conditional acceptance of the offer to the Respondent (a) The retard clearly documents; that the Respondent (a) have failed to properly respond after they received the counter offer, whereby such nonresponse would equate to facil acquise case thereby mantage an excepted respecting the Respondents, and may future claims and for price chims and/or present claims associated with this instant master.

- 15. It appears that a dispate his arisen under the agreement between the native and it is the subject maker at har. The Claiman contunds that after agreeing to the terms of the contract, the likepowdent of have falled an fully perform to the berne of the agreeinest and that the Comment is entitled to interstude and unconditional remedy as preactibed within the terms of the contraction agreeinest. The Comment has demanded the contract of the estate/trust and the Respondence have failed to an
- 20. The confidential agreemen stigulates But the Arbitrator may advise the anount of the average may advise the anount of the average may be distincted to the averag
- 21. The contractific agreement priviled his arbitration of diapone at STICOMM
 ARBITRATION ASSOCIATION, which stated in relevant part:

That the orbitration process is binding on all parties and is the acle and exclusive runs dy for redressing any seem associated with this agreement. That this agreement superscales and preclaims as well as replaces any and all prior agreements between the parties, and is binding on all parties and interceptions, and the parties agreed to the terms and conditions of this agreement upon default of the dutabiling gardy as of the date of the dutability.

ARBITRATION-AN ADMINISTRATIVE REMEDIT COONIVABILE AT COMMON LAW

22 LDDITIONALLY at its exigent and his interference for the Chamback in his print though secure. ce with and appearent to the reiniables and decreases of thran heads" and that hylkelspondenkal faithre and in thhose to feel Proof of Claims that be bell and more that agreed to by all parties, that a gree noneppel full resigning live of failure or respond with specification and facts and land and land propose of the lew, althorito christifiche foquested istormation ablicodupentation that is dece (hy dinklika) kumport of the direct that constitute a tailing of a diliberate and intelliment policy is resident but a result thereby about therein expression the designing party's rement and and faces alle as a result of the soft executing appeared, the following becoming an ipper three litture to respond in a good faith, with specificity with fairs of the orthogons of four con law avernishe condition and declare the raised declar operate is favor of the littiments acquistrance, Respondents NOTONIX expressivation the truthenny wild all best built bet. established, and through into between the position of the Conditional A. supplementaries will be counter offerelding for Proof of Claim and Responders (a) have neverly and spaceball

SITCOMM ARBUTRATION PRICE ACTION

Respondent to having a duty and chings for its provide the requested and recognized Proof at Claims which will excellent and excellent for Bespondent's buse support in this sufficient and A.L. margers relating bursts and forming maximize the relating bursts and forming maximize thereform and

In accordance with and putaint in this agreement a contractually together and become en the parties to the Chad them the properties for Value and enjuried offered the for Proof of Chain to include the exposule Correspond beginning the control of the co Respondents (b) rillise Entagerres an well of that Annors, spenie, ampleyeds, and had the tree service to Benefice of the gill that regits, study from hopeless or absorbing protect of No. of the s abready agreed a dear the parties of an electrical beauty beauty and properly and of the parties of an all and arinting things about in MNM factore remainded bross adding a later collect absorbing in MNM factors remainded bross adding to the collection of the later are the collection of the collection continuentation of the appared in the Diethird Chapter of the Chine States at 1250 purposes the planter original suffering the second are with the spaced principals at how standing Arbanasion the Constitution of Africances for the Valuat African of Courtes the Julie 777 Asia 1911 (\$276C Affic 2240) -01906,007 comutations among amont of all informed parties in the event of a default and nemptalizatethraquiti allence inthure to feapaid biben a manest for aniomaty timicatein it safficients or particular in and little be requested and decided by the Addirector, relieves a Addinguised Affection was although at growth in with in July interspecies, and its the sound of they properly intented light out to Application this Chairmant shield require the alighterity to select one projective INAC in the that could be used in the common law fights to editor their as the continue persons in law ties. remediated agent periocal in postar and with percent the this countries as a second to lithin age and all information and comounts is the Claim and the literature. County of representative selection of the Melikratof thereby remaining the self-sec and an courselfered or flight livings out of or leastfulgith and way to the Agreement of a Michiganial light interpretation or breach, history makes it substantive of privious butles butles but and be sortled by sivil guilles, and the Arbitrition step, had been be the their special special or dispersion in produciel al hough a forth wir was clay retilied of the arbitration erocciding has been applied that the Chironine of the historicary to dishive the favoid fixes, of \$1.1, softion higher 14.1 his william respect to result his latter for, law, und for intitle Chains of decima appropriate | Barachiteth ne existrated and he researed for arraphal fellowed the competed by the deflication and finishing should forthis eight chis cold the award to consorn to that opinion of install is

24 Purches Respondents agree that the Claimant can because cameges via Science. For an access properties held by them or on their behalf for ALL injuries accessed each influent upon the Claimant for the excess wrongs committed excess the Claimant so set, excellishing agree local causaness to have it by the parties berries a netural but not invited to constitutional impermissible misophication of established for the parties berries are consequed along the consequent to be consequent.

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26 Respondential agreed and consumed that liespondential defence a saty and obligations of manual as well be the corporate Government Department as well be the corporate Government Department against constraints from the corporate the record in the alteged Commercial Christians and thereby spail

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- The definitions party will be excepted from maintaining or enforcing the comment of the above references alleged Commercial/Civil/Cense as well as [ALL] after presentment; i.e., the above references alleged Commercial/Civil/Cense as well as [ALL] and make the party of the instruments of the said within any court or administerable instruments) therein, within any court or administerable telephonic within any verse, introduction, and for my take Chrimani may deem appropriets or proceed within me the evert if Alex and all breachis of this convectual agreement by Respondence to compet the evert if Alex and all breachis of this convectual agreement by Respondence and or damages existing from lauries therefrom. The distantion party sell by foreclosed by lather and/or estappet from maintaining or eathering the original effectives and or estappet from maintaining or eathering the original effectives and or the convectors.
- 28 Full hermone, the Respondents) are forechased against the enforcement, retainships assault, inferiasoners, impressioners, transmission assault inferiasoners, impressioners, transmissioners, transmissioners, properties escats persons whether begul, natural or otherwise of the presententies times and/or his natural or otherwise of the presententies times and/or his natural or otherwise of the presententies times and/or his natural or otherwise of the presententies are smaller of the presentential.

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Please he advised that in account his the Chimanthus "seased" the "interest" of the all-counts letter "names" defendant as unployed used upon the fals and wishin ALL documents instruments record within the alleged Commercial Civil Cause to include any actual derivatives and versations in the spailing of said "tame" except the "true name" of the Clamant. through a Common haw Copyright, filed for record within the Office of the Secretary of State and having "perfected and interest" in some through interporation within a Himmering (and all smeridianus) and homeomy himse the Chimanthereby southered within and having and homeomy himse the Chimanthereby southered in values the Chimanthereby southered values the Chimanthered the rights of set, established, and the like therein, and up "perfected" within said Financing Statement acting/operating by register" and Copyright, conflow for the Respondential discussion within the alleged.

Communicial Civil Cause for the SOLE purpose to correct said record and cample with Respondents.

accordingly distributed in a write the trible and cause dame to se transmitted so resta release the Clamant che Clamant's couple and All property oursandy write a excress status. under the Claiman become Law Copy lighted dede name; i.e. the after size where the defendant with a the showe referenced allowed Congressial/Civil/Capac, within the filleged "horded wirehousing agency disa the compercial disporate (townships a philicia countries did a tile (Inited States Please kilki apricial note, that did copyright id out beach the native and its circus association and/dre clation to the presenter

- 28. WOTTER The Arbitrators "Mine politicinal in things analytick we she down the west general rule puttit chiefly to consider the punich legal practical business
- Indernationally accepted projection of law diverning contrast nal relation
 - If the combine (valid of otherwise) druthing an aroteration clause than the proper from to there could be the contract and contract and the contract of t
 - That any decironidation by the Arbitrafor of funding upon all particle, and that all part leaded to addition the decision of the Arbitrator. The Arbitrator is th rendbrih deciniliaha upon the flicted and conclusions so presented within the terms and analicand of the higher Any default by any party must be supvirtisk by problema nakrence at seit difinite, a default shall dervisus to cit acquires also on behalf of the party who defaulted us limited agreed to the server and conditioned assignated with the self-executive binding isocrafte bir which interests Plat the Afficiator is prefullated liber emphiliering affiliate religing prisequators law, unit has been held that any time any party rollis do or entire posts statute (this piperides no judiciti polici
 - his to best as a juille of life because the governing projection is a doubling party A judgh o law projidės litet govrie are prohibil ed from auchtifulias their exchance highinkul arraments and responsis for that of the begins. Additionally courts are problemed from their white it is their fudgments for that with a group.
 - Authority become involved in inforcement or more seallen teil for the continue of the continue and otherwish, act as more "clarks" of the highlycolingency.
 - Their shippined court, necoting tills a source of incided incidency, and incide an entities to the invalidation of an active the constant of stature of the realizable of the municipal coult in the ing about migrative official and books judkad jukudio spurts in adipaddiojahis of satorodis asolutes do his asijudistady metely administerfally."10

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* Norste Office favoring of the Khained Kattichal (In Co. 1899) | As 2012.

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our fallium to respond, and this would include outs of the Herichtlents) by their representative, and if represented by the Attorney Teneral such representation most be resignated for each Beats and in Brate organization despitation of recency, separately one severally to cold

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THE ENDERAL ARBITRATION ACTI Application

- Pursuant to the contractual introctipath adoleration country, the excession transplation in opining for affecting boministics, will fit the mountain of article is Chinese States than Substitution and the the facts activities to the billion of the interesting is bai atek nial tous contract of the manufacture of the particular described and described an the Mariga edverellen ihningniffensact or otherwise affeldell frontmorka binong clie se rotal states willbig ska mosning of the multiple and Article 9 United States (ade § 1
- delication of the property of the contractual agreement is a binding IRBEVOCABLE CONTRACT WHICH AFRECTS TOMMEROE; THE ARBITMATION PROVISIONS CONTAINSD WITHIN IT ARE TYPICO, ERREVOCABLE IAND EXPORTS HELE WITHIN THE MELAKING OF SUMMED STATES CODE SUBSECTIONS
- Villa. Irrevocabil and Enterpeable arthrogion agreements and 22 orders ruling remaries and about made therefore may be enforced to the United Septes city the play of conflimation built driver of a judgment of this growth within the insulting of the station and United States Godie Un and SIO. The supply be could be explained felbers is pitched significant about Most grant which incomived by telli-schools marticodification in all saids. ed exceptions applies. Confirmation of event in Secretary is simplify soft befriesoblik braws neuropitebus kithi a kilabila ki tanwasaku ulikani hadi pulikasaku
- to then fight by the supreme constitut the "schooly productions" become constitution uzbicestillity is prolinessout with the lederallificialism actiond this court sharesteet. Under the each subtraction in a malker of contract, and critical must enforce arbitration confracts a terms. The purities in such accontract narroughe to have an arbitrator coulds his obly the highest of Mor dan "Entewal adeptiblis of larbitrahility" (Thad fore,

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[&]quot; Teeth St. Drades, K. J. C. & Shirini, Inc., 550 U.S. 524, 557 (2018) " Pilongridh, Ini. is Teether: 250 (136 176, 120 120 U.S. 1984) " Konst School Law, Is at U. Stechen & Winter Subsc. List. (18) 93

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cinalises of legalis she are translity quadrin in any abitrator, a constant may not every in the source of some of the constant of the source of the constant of the constant

PROGEDURES ON ARBITRATION PRIXEBUINGS:

- The Claimant is recking contains which and annuary principles that the Respondential and that the parties have agreed that introduce close claims about he believed into experist phases. Place the Combit address the claims for monetary department. There Two Exercuted address the claims for monetary department.
- 36. The pushing favo supulated that my charge original jurisdiction may enforce the provisions of Press Two (2) equitable could be disclosed by declarate.
- 4D Fair Assertance meall move the exclusive for allesian for the entertainment of 1005 and of matters are also assert for the entertainment of 1005 and of
- 13 The to time constitutes and the parentinal danger affecting the public reserved parties are sent the parent transport for the areas the parties among the same for the areas pages are a companies of the same pages are a companies of the same
- 12. Pipet art of claims (due to discontinuous and as after claims such of the elating by the Chainstat is majorised forces by references.

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contract which list of the claims within the form Assupation of that the papers have all aspects, and then they inversor areas one of those claims by reference. This distribute finite that buck incorporates in a properties and a single shape the appropriate as a matter of these in

As noted above, the Claimans are affected that the Respondenced times becaused that constructional agreement and because the apprehensive burding on all parties had was interpreted for the propositional and because the apprehensive burding on all parties had was interpreted for the propositional and beautiful arthur processor hands and have brounded their fragment duty of care, sessions about a manufacture and are hable to the Courtains for the size out of the courtains a president.

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That the bispendent's have proved to instruct the opine Chamber Chamber to personal information seeds, stoperties will inches this police to detail one is trained at the contract the contract of the contract and an information of the contract and an information

That the despendent (s) have derived to compare meet he Claiment for their pens, to average so in turn of facts and other information permit to the reflected will be in of the Claiment. The general of a fact failed to provide any because their pens, of the provide any declaration which we also exhibited their banks compare and only the requirement of the configuration and the configuration of the configuration and the configuration of the configuration of the configuration and the configuration of the config

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declared a national bunking concreancy which as supported by the "EMERGENCY ECONOMIC

BANKING RELIEF ACT!" "PROCLAMATION 2038, 2039, and 2039." another NATIONAL

EMERSENCIAS ACT!" which resulted in the suspension of all normal bunking activities and base
ogreed that are claim of beht by the Respondentiable fraudulent, and that they willfully amenaged
and commuteed fraudulegaeths she Classicate.

That the Respondents) have agreen that THE NATIONAL RANKING RULLDAY

pluming them is resure what's known me emercency script as prescribed by the Maris 9, 1981. Act the

reference gloves of Congress lend to this conclusion), have agreed to issue thank keeping entiry excits

and/or tax aredits to the Claimant in the smouth of the initial claim and owe Claimant as exact as

troble damages associated with the initial claim.

The Respondential have further exceed to tean over any and all proparties, ascets, securities discussional communications ascets, securities discussional description in the description of the contraction of the contraction

The findings and depresentation of TMIS AREATRATOR.

- 43 It is the decemination of this arbitrary that the following are first that are unitary or and taleonicoversels:
- a. Phat there is a birding irrevocable quatractual agreement that ababisate quipled with interests that we be burnered to be parties.
- D. That the parties had a precentible ber collaboration which percent as oblight no on each Environmentage with the other.
- c. That the Respondential have made charges to the original agreement which
 permitted and allowed the Claimant to present a counter offer indoor conditional acceptance of the
 other telebange the represent to the Respondential
- It That the self-executing binding controct coupled was interests strails in creenable
- e. That the Respondent's have agreed to the spatract, agreed to all the terms and conditions of the contract by their acceptance of the severy but howe included as part of the contract will agreement that waives being the right fact to respond as highlighted by the Suprema Court of the United States.
- This prices requires at a minimum that an individual be given a manimum that opportunity to be sent prior to boing subjected by face of low to a suggestion; deprivation [...] That the hearing required by due process is subject to warver and is not fixed in form does not absent it root requirement that an individual be given an opportunity for a bearing before here deprived of any stabilizant property interest.

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- likulestafter coosse we sook that the right plus behet has their reality of other hips informed that the injurer is preading and care more for himself whether the constitute of the affin arquither of contiler to The Respondent (b) the possible to provide subject that her hade ever politically the existence of the bettern; that of their right to bedron and/or been
- The fleshill dentist failure to remelat because an act of their adjaceners
- Reprondictive to be falled and an examinate the spiritual and provide the region for faul ry frient (C.) show has requested by the Chapping Thorodore for shall be Red in the Chapping agreed to by bill the parties: that a general hosponist a conspecific response or a fallant to with apacts title and incid and constitutions billionship that and loss the priviles the requested information and the pine platate think of mornel by doll in support of the negligion and shad confidents to in kird and a diliberate and intentional tori it to respond and as a senult thurshy prestive fictionalization practice consistent and issued and their aris and and seem reposit of the executive agreement, the following to continue upon their sailous to respond in sood faithill britis operally) y with freth and conclusions of cities de lan to hard and energy engineed, condinablefund for chin finest of the spectro is town is the Chinadal, through fruit equipments like prestinal NOT ONLY oxyge the arrives the reach and residing is even found one, bereighbout nick indicate the between the parties in the Conditional Acceptance for Veloc and counter Claim but a kolfies chidnesse have agreed and amount at to Respondent setting and the life of obligation to private the requested and relations? Provide Claume which was created and earliest and for Respondence at an economic this matter of still ALL matters relating birely and school recession is the officer, and
- metrackunk eskist pad from neu zalakeral hankeraladiar eratuse disposition from any salakeral danas istik kielet ist Un regering i innigentional land hellikoolida on haden ei ethelkoolidaisen kiss
 - a Milia defalicatio field that the Chipmans as feel as the Respondent of an exception bertrig prihi sed til and of she maje not a miner, not not before his big all agreed deserted All territors are fully capable of chiefrian into and appropriation whether in
 - If distribution of the parties to his suffering from a metabolitic has another select their reality have prevented arctor interfaced with their knowing and intentional enterting intellihiddinascolutactual arrecment and
 - Missisch trei ihm dehring was bild de flier if 2010 of which inscitling Arthresse supressification and Minutelephilips deficience extraordistic by the parallel in finally.
 - The Arbitished fully considered and granted the Chammats hoodes of debuting 8, while the summark flispiestion and further dipoleral out on evidence in reference trible configuration akincu ent

Airellander, Chempurellengungen, Frank In., ISB (1.4, Albe Salandere L. Frinkle Fledger, Charl. ISB (1.8, And. ISB (1.8)

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- e. I had dust the contraction agreement a binding of all parties remains ingreement in that the contraction agreement remains in effect of dipolates within the agreement in the line confine two are substant by the disputant pass. Acrof this bay these disputants have not been established and I hereby corner the Bespointential to exist in abligations are according to the twenty of the suntinction agreement which is not increases in the desire and the suntinction agreement which is not increases in the desire and the suntinction agreement which is not increases in the desired and the suntinction agreement which is not increases in the desired and the suntinction agreement which is not increases in the desired and the suntinction agreement which is not increase and the suntinction agreement which is not increase and the suntinction agreement.
- ti it took the despuncement need below to fully perform to she terms of the superment and that the Claubert is entitled to intered subsect unconditional remain sequences of performance that is the terminal the contract of the contract of
- t. A proving attimostup dial exist between the pleases and the Risportings(e) had so objection to temporal to the consonable respect of the Company to the consonable respect of the Company to the consonable respect to the company t
- h. The Sequipolestial failed to provide prior that they have pattereated author boar that feel of
- i The Committee is failed in respond to the instruction of greeness made louis product because to the Chain and on Divisional IS. ANS which constituted an act of Jacii because and fand
-) The Seepondential bare facing to include the period of the exercise of the exercise continue to the Charact is estimated to annexiste and anceptational remove as proscribelt entire the terms of the continues agreement in a
- Rose, reputing an other financial aspect of this Asbetrators managed and . What has of the property are we looking at? Alabit of Calent 18 REQUESTING a Subject of southern the present of the amount to be a result for actual data of the amount was arrived at the presents ber home and all the contents.

 Therefore, the Arbitrator is of the object of the Channal Countins Mana Thomas aspect the approximate value of key less and reprise Mana Thomas are sun of \$1000 for the Property of the Countins Mana Thomas aspect the Channel Tromas and all the contents.

 Finding Thomas at U.S. Dolland as requested, from the positions. All Manager 18 Notes.

 Finding Thomas at U.S. Dolland as requested, from the positions. All Manager 18 Notes are the Counting Thomas and the position.

 Finding Thomas at the Counting Thomas are not the contractual agreement of the position.

 Compensation for painting that agree under the counting the position of the contract.

 Compensation for painting that their transmiss tractices are finiteless in section defection.
- ui [This maked the total amount of the arrand to Claimant Combine Morie Poumes.]

 S. LO(1) ON ON One Million, Pive Bandled Phouseard U.S. Idelland processing to the secure of
 the confinence agreement which digit has being the chouse any parties dampages.

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- fact despriment as thirty (10) days won product of this Award to conflict the design of the Arthupetor. In the over that the Bespariton fails is comply with the decision of this Award this depitrator may be visit this quater to his and the Claimsont with privile damngre
- The presences expulsive this repolitive that real stices the ancienc of the appeal adultamenta costs, and ester expenses
- The Supposed Court has explained. [[illiers be nothing profestionally althous mines steps which prepair heally fells course to great confirmation in all cases, except when one of the prescribed azerpiote applies."". A Judicial review of an artificator's award is repressed by the ted and the color must decept the arbitrator's credibility determinations, even where there is sufficient "An arnierator's award abjuttet not be reichtell for puffie evidence and room torichiese exists 🕮 and that chiministial by this arbitrator and the hours should not arbeing the inold the aware to th to their semes of justice."*
- This project that the binding on all the former incident incident and lake prophen over all collateral andfor related matters becentore at presont and for them to with the appreparate fully satisfied. The idespondent a are natopped from maintaining high or bring forth eny source agained the Cleaning the Chainsant's feart, pingler the Claimant's properties population by This order shall constitute a permanent in transfer less is the Respondentle) respects and the Clemania interest comprised and embodied within the contractable agreed on
- idint of are twenty order to referee the domanged intermetion of the Chamair which includes a full review and had sofiat revenue for the establishment over the a (30) years any far compression dedicable remombled before defications a singlet profit for the remove iconfects fith the estate front and arroys from bonds bold in character the chiral from The propose of the information shall be for the Claimant to liquidate and soil allie estate fruit and
- allightes are hereity servered to religious any and alliciations in another boy and properties of the Chainsonie, to return any and all properties belot in any infrancial is include becomes Educativities and other and appropries established or the twist and the this propries and the constituent in all and be confibrated or heal taken if incline and the countries contesting
- Actardingly disease Karanatagh of the Suprime Court expressed his opinion as W must handret hielde so britten, and the Aeria com requires that we incorpose the activity written When the parties contract delegates the experiencial quenties in an artistical a co list may not override the contrier. In those circlinists of

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orași di Minne rea aciași Laurice Board of Ichici, 147 ADMIEST, 18 1875 SADMISTO, MARK VEZI 198 (200 few After V. Lanconimonia (Co., 10 ALM 2012, 974 N. V. 249 ; 13 U. Lupe, 2014).

That's true even if the court thinks that the argument thus the arbite agreement applies to a particular distantelle whichly groundless."

Further Kayanageb continued. That conclusion follows put only from the fext at the Air aut Adent. We flave held that a later independ the on the possibility medical united your dains that is besigned by contract to say artitrator avel of it appears to the collist to be friedline ? A four line no the interpretable the particle the grievadie is to submit all site vances to arbitration, not prompt there which the court will deem morning bus "a AT&II Technologies duinciple applies with highel took to the threshild while of shidred their court may not despeas migrite processing they the popular have delegated to an authoritor a sure may ant difficient and betablical quostion that the prictise bave delegated to an expirite This straid is quotistent with the follow

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- (a) All prefers properties a frame to residential physical district for the restriction of an inches held chat inflores to suchificative program of the postion agree to such principalities
- The Antique will be decided not using a displain resiliation proceedings of
- (D) A definitive or successful and a constitution of the unitaries required for projection and relief **deb** sych a procedulate begod alignly to be accepted god elly se en authoritative preceding
- (2) Tialmetter midden ormog bear bear legon leg pilicum guestions of Chromanent pilitide char H additional processor embothe a finel mondution may be made, and such a proposition fould bill they commended policy firstly accord
- (4) Vallacelining effortiet at policies is also interestations on braid our estate estates and second decisions are not increased and such a protecting peniel not likely reach consistent results are no individual decisio
- (4) The prost or significantly affects persons brings that both who amount parties to the profit ding (i) A feel public record of the proceeding rejuiperself, and a dispute resolution system of the (A (i))
- (f) This agency to the Maintain continuous levistic and over the nexter of the atherist to a talk the $u_{dip_{\rm g}}$ dispositions i the matter in the light of changed continuences, and a shepred reselection on the would livertere with the agency's fulfilling that recult one of
- (7) Aliastrative fresholph depute resultation has been been supplied this properties of the property proceedily experient happenent enther that the boother available assisty distants repolition techniquesi!

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⁵ Hongridden (m. 18 sife Hahre & Wage Solve, in (2019) 8 1797 Subminostra ha v Communication (Confess, 4531, 5, 983, 6 5 Subminostra American Mg. Co. 363 U.S. 564 568 (1941) Addictions (2019) 22 2 468 vol. 15, 1990, 108 864 2730, 6822 p akalond \$ 772 from 1 | 102 434 \$ 308 \$ 4) | dog 25 1 1**98 |** 06 Ano

- 56. The Claiment and Respondent(s) rave agreed that this private contract as large entermination of the involving private parties has no beauty on the public and/or the SIPCOMMARNITIRATION ASSOCIATION Spoiscies and/or preachues, and that the private responsibility with the terms of the agreement and the gameral principles of arbitration that have been delimited through the schools of time.
- 57. That the contractual agreement between the parties was spicifis in the parties only and gio not invalve any manufacted party and/or entity does not affect government and/or it abilities so carry out its functions, posicies, and/or procedures. That the parties as west itration as an advantative remedy such as according to the invaling prevocable construct of the invaling prevocable contractual agreement that remains coupled with payorests.
- That the term and/or phrase agency as period by the statute does not apply to the garties and distinguistic conferences of the distinguistic conferences of the United States, whicher or not it is within or subject to review by unither agency, but does as a metaltic—(A) the Congress: (B) the courts of the United States. (C) the governments of the Services or possessions of the United States; (D) the governments of the District of Calumbia; (E) agencies camposed of regressionatives of the purfactor at regressionatives of objectives of the purfactor at regressionatives of objectives (I) the prefer to the chapters determined by them; (F) courts martial and unitary commissions. (I) military district commissions (I) military districts are missed at the field in time of war or in otherwised territory or (H) functions contained by subshapes:

 If of of septions 1864, 1893—1902, and former appropriate.
- (a) that notice it the following cases apply wherein the award may be recated—

 (1) As this Arbitrator reliefs upon the lacts and produces— presented and that the money wasters

 procured by correspond transfer and/or under respondently.
- (2) That no aspect of the parties pointed all subordex walky in the Arbitrature, or and article aspects of his awdord him who purishing or corruption are present in the Arbitrature, or and/or the aspendence has a ward parties.
- (3) The Arbitraror is the guilty of misquidult in reflaing to postpone the hearing assembly party was given an objectuality to hime such a hearing postponed whether or not they provided outlingues caused by and their thorse was in no case a robust to been evidence perturent and material to the controversy, or any missociarios of which the rights of any party could be perceived as inverte been projuitised applicant.
- (4) The Arbitrator isparated only within the presenced by the contraction exceenced bowers that were detailed in the agreement, and thate bear of the Arbitrator's shiftly has perfectly executed those powers to the expentitions a mutual final, and definite awars upon the subjectionation

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submitted has been windered. Title b \$572 has been complied with by this Armeratic and SATROMM
ARBITHATION ASSOCIATION and

- 50. This want may only be modified pries use following executionings.
- (a) Whose there was an evident meterial interplantant of figures in an evident material platule in the discription of any person, thing, ar property inferred to in the world, the Afolicator relied on the contriet and sheamponts specified within the egreeneut; and
- (b) Where the Arbitistors may have awarded upon a matter not submitted to them, unless the analysis of an author met affecting the course of the decimient upon the master submitted the Arbitrator cas raised apontine evidence prescribed and the convectual agreement and terms specified become age.

 (c) Where the award is imported an analysis of form not affecting the ments of the continuous.
- 60 This Artistrator stay modify and correct the sward, so as to affect the internationed promote justice between the parties, the Aristenton cas intended to promote justice, fairness and condective process between the parties prospective of the Artistrator's presently process intended arguments and/or deposition.
- 61. It simile be ideaver known and stated that him Arthurstor relied on the evidence presented and the intentions of the contract and abt otherwise. That I am duly appointed by the parties as supplied on the agreement and asper the law this order is binding casal pursue and I have come to the conclusions stated begin based on the facts and the evidence presented states income of this profession award. This doubling makes rendering is not interior, that this is a final series and indigness by this Arbitestor shall remain in effect and enforced as a presentable immeniately upon securing.

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STICOMM ARBITRACTOR ARSENTATOR

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Duro Max Power Kquipment, ET AI, Robert Riskin, Et AI, President 5800 Ontarlo Mills Parkway (No Misil) Ontario, California 91754

Fastory Authorized Outhor 5798 Ontario Mills Parkway (No Mail) Ontario, Colifornia 91784

SO AWARDED

Be it significant 15th day JUNE 2019.

At: Lagrel Mideiscippi

United States of America

Arbitiratore Name HARK HEFFETT

Committee Member SAMURA COMBETTE

d'omniteer Memiter's Bignature:

MPOPE ME LICENCE POR LEGICAL CONTROL C